

Christi State National Building, Corpus Christi, Texas, the Lessor may serve written notice upon the Lessee at that address that it elects to terminate this lease upon a specified date not less than ten (10) days after the date of service of such notice, and this lease shall terminate on the date so specified, the Lessee not having commenced with diligence to cure the default. The Lessor covenants that it will give notice of any failure to pay rent within thirty (30) days of the due date thereof. In the event of such termination, the Lessor may re-enter and resume possession of the demised premises, and upon such re-entry the Lessor may (but shall not be obligated to) relet the demised premises for the remainder of the original term of this lease for any sum which it may deem reasonable. In the event of the termination of this lease by reason of the default of Lessee, the Lessor shall become entitled immediately and without any further action on its part to recover from Lessee as liquidated damages for such default, in addition to any damages becoming due by reason of the failure of Lessee to perform any covenant to be performed by Lessee prior to such termination, an amount equal to the difference between the rent reserved hereunder for the remainder of the term and the fair rental value of the premises for the same period. The amount of rent reserved on any re-letting made prior to the presentation of proof of such liquidated damages shall be deemed to be the fair and reasonable rental value of the premises.

13. Holding Over. If the Lessee should hold over after the term of this lease with the consent of the Lessor, the Lessee shall be deemed to be holding over from month to month and shall not be deemed to have extended the term of, or to have renewed, this lease, but in all other respects such holding over shall be governed by the terms and conditions hereof.

14. Subordination. The parties hereto agree and recognize that this lease will be subject to a first lien made for the purpose of long term financing of the improvements.